



Big R Bridge  
PO Box 1290  
Greeley, Colorado 80632-1290  
T 1 970 356 9600  
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bigrbridge.com

## QUOTATION

Quotation Date: 10/14/2015  
Bid Date: 10/14/2015  
Expiration Date: 11/14/2015  
Opportunity No.: 2015-02603

**PROJECT:** Gold King Mine Portal - Silverton, CO

Chris Hassel  
Harrison Western Construction Corporation  
1208 Quail Street  
Lakewood, CO 80215

Phone: (303) 234-0273  
Email: chassel@harwest.com

Item	Description	Quantity	Unit Price	Total Price
1	Galvanized steel structural plate buried structure with features as described below. Material will ship unassembled for assembly by others. See information below for additional structure details.  <b>Maximum Inside Span:</b> 14.68' <b>Inside Rise:</b> 11.29' <b>Type:</b> Bolt-A-Plate (6"x2" profile) <b>Shape:</b> Horseshoe Arch <b>Structure Number:</b> Custom <b>End Treatment:</b> Square <b>Design Specification:</b> AASHTO LRFD <b>Design Live Load:</b> none <b>Minimum Cover:</b> 2' (above neutral axis) <b>Maximum Cover:</b> 30' (above neutral axis) <b>Foundation Type:</b> Concrete Footings (by others) <b>Headwalls:</b> none	40 LF	\$26,545.00 Lump Sum	\$26,545.00
2a	Carbomastic® 15 Epoxy Mastic Coating (material only for application on site by others). See Special Considerations below.	TBD		TBD
2b	Carbomastic® 15 Epoxy Mastic Coating (applied to plates prior to shipping). See Special Considerations below.	TBD		TBD

Shop drawings will be provided indicating structure layout, geometry, design assumptions, material specifications, assembly notes and requirements for backfill material and placement.

Preliminary Design Assumptions:

- ☐ Backfill zone soils consist of well-graded, angular, durable, granular material.
- ☐ Soils adjacent to and below the backfill zone will be re-worked and compacted as necessary to support backfill zone soils.
- ☐ Steel thickness was increased per instructions from engineer to provide sacrificial thickness for potentially corrosive soils.

Special Considerations:

- ☐ A secondary coating was requested over the hot dipped galvanized coating for additional protection against potentially corrosive soils. No information was provided regarding corrosive properties of the soil.



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- ☐ It is our understanding that Carbomastic® 15 Epoxy Mastic Coating has been used in the past on ungalvanized steel sets. Based on a review of the material information it appears this coating is compatible with galvanized steel.
- ☐ We understand the inside and outside of the structure is to be coated with a film thickness of 7-10 mils. We are in the process of obtaining pricing for the Carbomastic® 15 material and estimating costs for an option for application on the plates prior to shipping. These costs will be provided when they are available.
- ☐ Based on the manufacturer's literature it is anticipated cure times will be on the order of 5 to 15 days depending on ambient conditions and number of coats required. If the coating is applied at the plant, curing times will impact the delivery schedule.

**Dimension & Weight Disclaimer:**

- ☐ Any dimensions and weights included in this proposal are approximate and subject to change upon receiving final design parameters and customer approval of engineered submittal drawings.
- ☐ Do not base the selection and/or mobilization of installation equipment on approximate dimensions and weights.
- ☐ Final dimensions and weights will be noted on customer approved submittal drawings after completion of final design.
- ☐ Any unit costs provided are for information only and shall not be used as the basis for price adjustments resulting from adjustments in structure length, quantities, or project scope. If structure length(s), quantities, or project scope change the proposed changes and associated costs will be re-evaluated by Big R Bridge and the project re-quoted.

**The following items are not included with this proposal:**

- ☐ hydraulic analysis or drainage design,
- ☐ foundation design,
- ☐ unloading, erection and backfill placement,
- ☐ shape, backfill and compaction monitoring,
- ☐ site surveys, permitting or geotechnical evaluations,
- ☐ any federal, state, county or local sales tax.

***We hereby order the products and services covered in this Quotation subject to the General Terms and Conditions of Sale as well as Product Specific Terms and Conditions of Sale attached to and incorporated by reference to this Quotation.***

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Quote by: \_\_\_\_\_

Pete Niemann  
Market Manager - Mountain West  
Phone: (970) 584-2382  
Email: pniemann@bigrbridge.com

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#### GENERAL TERMS AND CONDITIONS OF SALE

1. **Acknowledgment:** Acceptance and signing of this Quotation constitutes full acceptance of all terms contained herein. Conflicting or additional terms in Customer's purchase order or contract shall not apply. Notwithstanding the foregoing, final acceptance of this signed Quotation by Big R Bridge is subject to credit approval of the Customer, which is at Big R Bridge's sole discretion. Vist-A-Wall Systems is a division of Big R Bridge and all references made herein to Big R Bridge shall be interpreted interchangeable with Vist-A-Wall Systems.
2. **Payment Terms:** At time of order, a progress payment as defined by the Product Specific Terms and Conditions of Sale will be required. If a progress payment, as defined, is not received prior to expiration of this Quote, then pricing is subject to change due to fluctuations in material, freight and other service costs. Additional progress payments may be required depending upon the complexity and schedule of the project. Credit terms will be determined on the remaining balance, after review of trade and bank reference made by our credit department. Payment terms of Net 30 days, contained in this proposal, may not be changed without written authorization from Big R Bridge. Acceptance of this Quotation constitutes acceptance of these credit terms. Customer and any guarantor(s) jointly and severally agree to (1) reimburse Big Bridge for all reasonable cost of collecting any outstanding payments, including attorney fees and (2) pay interest on such outstanding payments due past 30 days at the maximum legal interest rate allowed by law in the State of Colorado or the state in which the project is located, whichever is higher. In addition, no retention shall be withheld from payments. If unauthorized retention is withheld from the payment by the Customer, for whatever reason, the retention balance shall be subject to an additional Service Charge of 2% per month on any balance due past 30 days from invoice date. PAYMENTS TO BIG R BRIDGE SHALL NOT BE DEPENDENT UPON, OR OTHERWISE SUBJECT TO OR CONDITIONED UPON, THE RECEIPT BY CUSTOMER OF PAYMENT FROM THE OWNER OR ANY OTHER SOURCE.
3. **Delivery Point & Acceptance:** Prices include delivery to Silverton, Colorado, via standard highway tractor-trailer unless otherwise stated in this Quote and as close to the project location as trucks can reasonably access and be driven under their own power without specialized equipment (e.g. steerable dolly, transfer cranes, etc.), or, at Customer's option, to storage with the same access conditions. If the Customer changes the delivery schedule within 2 weeks of scheduled delivery there is a \$1,000 change fee plus any permit fees, pilot cars and any other expenses or losses incurred by the date change. It is the Customer's responsibility to unload and assemble. Unloading time exceeding 1½ hours per load will be billed at \$150.00 per hour. Any delays by customer exceeding 3 ½ hours could result in additional expenses to the freight carrier for additional loss of revenue. Customer shall be responsible to provide suitable facilities for storage and unloading. Customer shall verify the condition and quantity of product and materials with the trucker Bill of Lading within 24 hours of delivery and shall notify Big R Bridge in writing of any discrepancies within the same time period. If notice is not received within 24 hours, then Customer waives its right to claim and it will be at Big R Bridge's sole discretion to decide if a remedy is appropriate. Big R Bridge will not be responsible for any loss or damage to products and materials covered by this Quotation after delivery. Installation by customer constitutes acceptance of product and/or materials supplied.
4. **Submittal and Delivery Dates:** After an order has been placed, Big R Bridge and the Customer will agree upon a delivery date(s) ("Delivery Date(s)") which will be confirmed by Big R Bridge. As the project proceeds, periodic adjustment to a single (or multiple) Delivery Date(s) may occur upon agreement between both parties. Unless otherwise agreed upon in writing, the Customer is allowed 14 calendar days from transmittal of submittals to provide Big R Bridge with approval to fabricate. Delays in approval of submittal drawings beyond the specified approval time shall extend delivery dates. The extension of the delivery date will be renegotiated between Big R Bridge and the Customer based on when actual approval is obtained and the then current production schedule of Big R Bridge. If after 30 calendar days, submittal approval has not been received, Customer will be invoiced for all engineering fees incurred to date and the delivery schedule will be revised to reflect current Big R Bridge backlog/production demands and price renegotiation of this Quote may occur. If after 60 calendar days, submittal approval has not been received, then the project will be placed ON HOLD, with no further action being taking by Big R Bridge. Customer will be invoiced for all costs incurred to date and a revised Delivery Date(s) will be determined only once approval is received, current Big R Bridge production capacity is reviewed and all outstanding invoices have been paid in full. If for any reason, the Customer delays delivery beyond the Delivery Date(s) (or any agreed revisions thereto), the Customer will be immediately invoiced for 100% of the purchased price and payment is due Net 30 days from date of invoice. If delivery is not taken by the Delivery Date(s) (or any revisions thereto), a storage fee of \$500.00 per month per structure or span (not delivered) will also be assessed beginning the 1<sup>st</sup> of the month immediately following the Delivery Date(s). All storage fees must be paid prior to shipment of product. Also, Big R Bridge reserves the right to re-quote freight for new delivery date(s) and any increase in freight cost above that corresponding to the original Delivery Date(s) will be added to the purchase price.
5. **Cancellation:** If Customer cancels project anytime after acceptance of this Quotation, cancellation fees will be assessed, including all costs incurred to date at the time of cancellation. In order to meet the delivery times listed in Item 4, materials for this project are ordered at the time shop drawings are first submitted. If the Customer cancels the project after the shop drawings are submitted, a material charge may at the discretion of Big R Bridge be applied.
6. **Transfer of Title:** Transfer of title to the Customer for goods delivered pursuant to this Quotation shall occur at the time of delivery in instances when Big R Bridge is responsible for transportation. For Customer arranged transportation, transfer of title will occur at the time of pick-up from Big R Bridge facilities or designated suppliers. Notwithstanding the foregoing, Big R Bridge shall have the right to repossess the goods, in whole or in part, upon customer's failure to make any payment when due.
7. **Performance of Warranty Work:** Big R Bridge reserves the right, at its sole discretion, to perform warranty work on its products as covered in the Product Specific Terms and Conditions of Sale. This right will extend to providing its own labor and materials (or subcontractor services) irrespective of any local organized labor or union rules. To the extent that a Customer is utilizing union or organized labor, this shall not affect Big R Bridge's ability to self-perform its Warranty obligations.
8. **Assembly & Installation:** Assembly shall be completed per Big R Bridge engineered drawings and installation instructions as provided. If any



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questions arise during installation or assembly of Big R Bridge products, it is the Customer's responsibility to contact Big R Bridge for assistance. Big R Bridge will not be liable for costs or damages incurred by Customer due to a lack of instruction, failure to follow installation/assembly procedures or for failure by the Customer to contact Big R when questions or issues arise. To the fullest extent permitted by law, the Customer shall indemnify, defend, and hold harmless Big R Bridge and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Customer's responsibilities under this paragraph.

9. **Technical Assistance:** Any technical assistance provided by Big R Bridge at the request of Customer is of a consulting nature and shall not at any time relieve Customer of its sole responsibility to assemble or construct the Structure, including the installation of the Materials provided, in accordance with the Project Specifications and all applicable local, state or federal statutes and regulations, including, without limitation, the responsibility to use backfill material and compaction procedures conforming to the Project Specifications. Such technical assistance also shall not shift the responsibility for Project design, or any part thereof, to Big R Bridge. The provision of technical assistance is for the benefit of the Customer only and shall not be for the benefit of any other party, including the Project Owner.
10. **Delays:** If the Customer contends that Big R Bridge is delaying the Project, or any portion thereof, Customer shall notify Big R Bridge in writing within 48 hours of the start of the delay, and allow seven (7) business days for correction of such delay. Such notice is a condition precedent to the Customer's right to claim against Big R Bridge for such delay. If notice is not provided in accordance with the terms of this paragraph, Customer waives its right to any claim for delay.
11. **Excusable Delays and Consequential Damages:** Big R Bridge shall not be liable any damages as a result of delays in design, delivery, construction, or completion of the Project due to causes beyond its reasonable control, including but not limited to, delays in the approval of drawings, or acts or failure to act by the Customer, the Architect/Engineer, the Owner and/or any other contractor. Excusable delays also shall include, without limitation, strikes, fires, floods, acts of God, acts of government, failure of supplier's truckers, or civil strife. In the event of such delays, the delivery schedule shall be adjusted. Such delays shall not relieve Customer of its obligation to accept and pay for the products and materials under this Quotation and in accordance with the Payment Terms. Big R Bridge will not be liable for incidental, consequential or liquidated damages.
12. **Patents, Trademarks, and Proprietary Rights:** Big R Bridge has actual or pending patents, trademarks, and proprietary rights in certain of the Materials, processes, and configurations supplied to Customer. The drawings and other information supplied to Customer remain the property of Big R Bridge and may not be disclosed or provided to any other person or used for any other purpose without Big R Bridge written consent.
13. **Fuel Surcharges:** Applicable fuel surcharges will be calculated and added to invoice amount at time of shipment.
14. **Sales Tax:** Prices do not include sales tax (if applicable).

#### **PRODUCT SPECIFIC TERMS AND CONDITIONS OF SALE**

##### **PREFABRICATED STEEL BRIDGES**

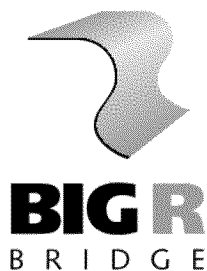
1. **Progress Payment:** At time of order, a progress payment of **30%** will be required, with payment receipt prior to issuance of engineering submittals.
2. **Warranty:** Big R Bridge warrants its prefabricated steel bridges to be free of design, material, and workmanship defects for a period of ten (10) years from the earlier of the date of delivery or from 60 days after final fabrication. Naturally durable hardwood decking and hardwood attachments shall carry a one (1) year warranty against rot, termite damage, or fungal decay from the earlier of the date of delivery or from 60 days after installation on the structure. Other types of wood are excluded under this warranty. This warranty shall not cover defects in the bridge caused by abuse, misuse, overloading, accident, improper maintenance, alteration, or any other cause not the result of defective materials or workmanship. This warranty shall be void unless Owner's records can be supplied which indicated compliance with the minimum guidelines specified guidelines specified in the inspection and maintenance procedures (available upon request). Paint, galvanizing and other special coatings shall be warranted by the coating manufacturer and is not covered by Big R Bridge. Repair or replacement shall be the exclusive remedy for defects under this warranty. Big R Bridge shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structures.

##### **STEEL STRUCTURAL PLATE**

1. **Progress Payment:** At time of order, a progress payment of **30%** will be required, with payment receipt prior to issuance of engineering submittals.
2. **Warranty:** Big R Bridge warrants its steel structural plate to be free of design, material, and workmanship defects for a period of one (1) year from the earlier of the date of delivery or from 60 days after final fabrication. Big R Bridge shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structures. This warranty shall not cover defects in the bridge caused by abuse, misuse, overloading, accident, improper maintenance, alteration, or any other cause not the result of defective materials or workmanship. This warranty shall be void unless owner's records can be supplied which indicated compliance with the minimum guidelines specified in the inspection and maintenance procedures (available upon request). Galvanizing and other special coatings shall be warranted by the coating manufacturer and is not covered by Big R Bridge. Repair or replacement shall be the exclusive remedy for defects under this warranty. Big R Bridge shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structures.

##### **MECHANICALLY STABILIZED EARTH (MSE) WALLS**

1. **Progress Payment:** At the time initial design drawings are submitted, an Engineering & Mobilization fee will be required as outlined in payment breakdown of this Quotation (Section I).
2. **Additional Terms of Delivery:** Delivery shall be in full truckload quantities. To the extent that material is needed by the customer on a schedule that does not allow for full truckload shipping, Big R will charge an additional fee above the unit pricing contained in this quotation to cover the under-utilized freight cost. MSE panel dunnage is the property of others and if requested, shall be returned by the Customer at Customer's expense.



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3. **Warranty:** Big R Bridge warrants that the Materials furnished hereunder shall conform to the Project Specifications and shall be free from defects in material and workmanship. Customer's exclusive remedy for any defects in the Materials shall be limited to replacement or repair, at Big R Bridge's sole discretion. The warranties set forth herein are made by Big R Bridge and accepted by Customer in lieu of all statutory or implied warranties, other than as to title. This warranty shall apply only when Customer has given Big R Bridge written notice of defect or nonconformity upon delivery of the Materials to Customer in accordance with the terms of this Quotation. Repair or replacement shall be the exclusive remedy for defects under this warranty. Big R Bridge shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structures.

#### **FOUNDATION DESIGN SERVICES**

1. **Scope of Service:** Big R Bridge may provide structural design of foundation systems that are incorporated into our Prefabricated Steel Bridges and Steel Structural Plate products, as outlined in this Quotation. These services are limited to the structural foundation design only, and will include signed and sealed drawings and calculations by a Registered Professional Engineer. These services do not include the civil engineering required to determine structure length and layout, site grading, wing wall and head wall layout, hydraulic analysis, scour analysis, or any other site specific engineering typically requiring the services of a Civil Engineer. The

Foundation Design Service will only be provided by Big R Bridge if a written Geotechnical Report is submitted obtaining full foundation recommendations for the site specific structure. Soil borings within 200 feet of the structure must also be included within this Geotechnical Report.

2. **Construction Costs:** Big R Bridge will not be responsible for the construction costs associated with the foundation system. Big R Bridge will provide a design based on the Geotechnical Report and the structure being provided, and will not be liable if the foundation is deemed to not be an efficient solution.
3. **Preliminary Designs:** At the time of Quotation, Big R Bridge may provide "preliminary" foundation designs to aid in the costing of the project. However any foundation design designated as "preliminary" may change during the final design process after award of the project to Big R Bridge. It is the Customer's responsibility to appropriately consider this qualification in their own work, proposals and bids knowing that the preliminary design may change during the final design process. Big R Bridge will not be liable for any additional construction costs incurred related to a change from a preliminary design to a final design, regardless of the reason for this change, including insufficient information, preliminary design errors, site changes, structure loading, or any other modifications to the structure other than specified within this Quotation.